

TERMS AND CONDITIONS OF SALE AND USE OF WEBSITE

Last Updated: 23rd September 2020

By ordering goods and services (“**products**”) from Riggtech Pty Ltd (ABN 14 003 721 319) (“**Provider**”) you (“**User and/or Consumer**”) agree that the following terms and conditions of sale will apply. These terms and conditions replace any previous terms and conditions of sale. These terms and conditions also govern your use of the Provider’s website (<https://www.riggtech.com.au>). Your use of the website and/or your purchase of goods represents your acceptance of these terms and conditions.

1. INTERPRETATION

- “Including” is not a term of limitation.
- Where context uses or requires words using a singular number also includes plural numbers, those indicating a given gender includes all other genders and those indicating a natural persons will include corporations.

2. WEBSITE CONTENT AND ACCESS

- The Provider aims to take reasonable care in preparing and maintaining the information on its website but does not guarantee the accuracy, reliability, adequacy or completeness of any of the website content. The User acknowledges and accepts that the website content may include technical inaccuracies and typographical errors. The website content is subject to change at any time without notice and may not necessarily be up to date or accurate at the time the User views it.
- It is the User’s responsibility to enquire with the Provider directly to ensure the the material or information the User seeks to rely upon is accurate and current. To the extent permitted by law, including the Competition and Consumer Act 2010 (Cth), the Provider rejects all liability for loss directly or indirectly arising from the User’s use of or reliance on the website and the websites content.
- This website contains material owned or licensed to the Provider including, but not limited to, design, layout, images, graphics, appearance and trademarks. Any reproduction thereof without the Provider’s approval is prohibited.
- Where this website may occasionally provide links to other websites, such links are only provided for the User’s convenience to provide further information. What is contained in these other websites, the Provider doesn’t take any responsibility for what the User finds or uses from these websites.

- The Provider does not guarantee that access to the Provider's website will be undisturbed or that the website does not have viruses or anything else that may damage any computer when accessing or using the Provider's website.

3. GENERAL

Unless otherwise specifically agreed in writing by the Provider, where any terms and conditions of the User's order are inconsistent with these terms and conditions, then these terms and conditions will win. Any variations or additions to these terms and conditions not expressly agreed to in writing by the Provider will be rejected by the Provider.

An estimate by the Provider does not represent an offer to sell products to the User. In order for a contract to exist between the Provider and User, the Provider must accept the User's order for the products and the Provider has the ability to accept or deny any order for products.

4. SPECIAL OR CUSTOMISED ORDERS

Customised products cannot be cancelled, changed or refunded once the item has been paid for and/or the payment has been processed or when the product has been made. The full payment for the custom product is due once the order has been placed. Custom products include, but is not limited to cut lengths of rope, steering wheel covers and plastic donuts.

5. PAYMENT AND PRICING

- The User can pay for the purchased products with Visa or Mastercard payment methods. User's will be required to nominate the preferred card they wish to pay with in order to complete any given purchase.
- All pricing of products on the website are for the price of the products including GST but exclude any other charges including shipping.
- All pricing of products and any other charges are shown in Australian dollars (AUD) and include GST.
- Once a User/Consumer completes and submits an order, the User will receive a confirmation email to their nominated email address.
- The Provider will contact the User as soon as possible to seek the User's preference, in cases where an order cannot be fulfilled for whatever reason, including incorrect

description, incorrect pricing or unavailability. The Provider also has the right to refuse shipment.

- Ownership of the products will not be handed over to the User until all related payments for the products are paid for in full to the Provider. Delivery takes place when the sent products are delivered to the address provided by the User during the ordering process, this includes whether or not someone is present to receive the delivery.
- The Provider will ship products purchased by the User in a prompt manner. The Provider will predominately use Australia Post for shipping/delivery of products. Users will have the option of Standard or Express shipping and shipping prices are dependent on the size, weight and location of the specified destination provided by the User.
 - Shipping charges are as follows:
 - Orders for delivery to any Australian post code address are charged according to weight, size and destination of the chosen products ordered by the User.
 - Shipping price estimates can be worked out by proceeding to checkout and entering the suburb and postcode, that the User wishes the products to be sent to.
 - Orders over specific dimensions and weight are subject to additional shipping charges, because alternative courier companies may have to be used and Australia Post has standard shipping limitations of weight (5kg) and dimensions.
 - Standard and Express Postage are available options, although the Provider takes no liability or responsibility for the products being delivered on time.
 - Orders for delivery internationally are subject to additional estimates made by the Provider shortly after order placement. If the additional estimate for delivery by the Provider is not acceptable to the User, the User may cancel the order within 24 hours of order confirmation and be entitled to a refund of all amounts paid to date.
 - Orders may experience additional shipping fees and shipping delays as a result of the COVID-19 pandemic.

6. DELIVERY

- Quotes supplied for delivery are estimates only. The Provider is not liable for any failure to deliver or delivery delays to the User under any circumstances whatsoever, no matter who is at fault.
- The User is still obligated to receive the delivery of products regardless of any shipping delays.

- Products will be deemed delivered when they arrive to the shipping address nominated by the User.
- Users or representatives of the User will be required to sign for the products shipped to the nominated delivery address.
- The Provider is not liable for any possible mishap involved in delivery including; loss of products and theft etc.
- It is the Users responsibility to contact the Provider if the products haven't been delivered in the specified shipment time frame, from the confirmed shipment date.
- If the products cannot be delivered for any reason outside of the Providers control, the products will be returned to the Provider at the cost of the User.

7. TRACKING - ORDERS & SHIPMENT

- Shipping details of all orders will be emailed to the User's nominated email address, including shipment confirmation date, tracking details where required, the name of the carrier and the delivery address.
- If additional delivery costs are to be charged the Provider will contact the User by their nominated email address.
- It is the User's responsibility to contact the Provider if the products haven't been delivered in the specified shipment time frame, from the confirmed shipment date.

8. FITNESS FOR PURPOSE

- When a User purchases from the Provider the User agrees that the Provider is not liable in any way, for any information, advice, assistance or recommendations provided.
- The Provider will only guarantee products fitness for purpose when the items are supplied and installed by the Provider.
- The Provider is not liable in any way for how a product is installed regardless of any advice or information provided to the User by the Provider.

9. RETURN OF FAULTY OR DEFECTIVE GOODS

- Products shipped by the Provider come with guarantees that cannot be excluded under the Australian Consumer Law. The User is entitled to a replacement or refund for a major failure and to compensation for any other reasonably foreseeable loss or damage. The User is entitled to have the products repaired or replaced if the products fail to be of acceptable quality and the failure does not amount to a major failure.

- The guarantees under the Australian Consumer Law are given by the Provider.
- If the User believes the products do not comply with the statutory guarantees, they must contact the Provider and the parties may make arrangements for the return of the products. Any returned products must be accompanied by proof of purchase. If the Provider agrees that the products do not comply with the statutory guarantee, the Provider will act in accordance with its obligations under the Australian Consumer Law. Any cost associated with returning the products to the Provider must be met by the User but will be reimbursed if there has been a breach of the statutory guarantee given by the Provider.

10. CHANGE OF MIND POLICY

- The User is not entitled to return products because of a change of mind without obtaining written approval by the Provider the before sending it back. If approval is obtained the products must be unused and returned in resalable condition, packed back into its original packaging with all instructions, accessories and warranty cards.
- If the Provider agrees and accepts the products are returned in a resalable condition, the User has the option between a store credit or a full refund for the product/s at the website price when shipped. This price will be subject to a restocking fee.
- This offer will not to be available after 30 days from the original shipment date.
- All shipping costs for the original and return shipment are not refundable or eligible for store credits, and they are to be paid for by the User.
- User's are required to pay for all return shipment costs.
- Returned products may be subject to restocking fees. It is completely up to the Provider to determine when and how much the restocking fee is.
- Store credits will be applied / deducted from the User's next purchase from the Provider's website.

11. THIRD PARTY WARRANTIES

Nothing in these terms renders the Provider responsible for administering or honouring any Manufacturer's warranty and all claims under the warranty must be made by the User and directly to the Manufacturer.

12. PRIVACY

The Provider's Privacy Policy, available on its website or upon request to the User, forms a part of these Terms and Conditions.

The Provider's website may be hosted, or some data may be stored overseas for reasons of uniformity and convenience. All personal information derived from Australia will still be treated in accordance with the Provider's Privacy Policy while being stored overseas. In accordance with the Privacy Policy, the User agrees that the Provider may use or disclose to third parties for the purpose of providing the products, providing information about the products; sending information on Riggtech and our services; performing the Provider's administrative and marketing operations; complying with legislative and regulatory requirements or as otherwise permitted or authorised by law; considering any other application the User may make to the Provider; managing the Provider's rights and obligations in relation to external payment systems, e.g. credit card schemes and debit payment schemes; conducting market research or customer satisfaction research; developing, establishing and administering arrangements (including rewards programs) with other organisations in relation to the promotion, administration and use of Riggtech's products; and developing and identifying goods and services that may interest the User.

13. FORCE MAJEURE

The Provider shall not be liable for any loss or damage caused by its failure or delay to deliver the products or perform the services due to anything outside the reasonable control of the Provider including but not limited to acts or omissions of the User, breakdown of plant or machinery, availability of products, pandemics and any associated restrictions on trade or movement of people or products, shortage of labour, strikes, lockouts, industrial disputes, wars, storm or tempest, theft, vandalism, riots, civil commotions, accidents, terrorist actions, fire or arson, government restrictions, intervention and/or control, transport delays, embargoes of any kind.

14. INTELLECTUAL PROPERTY

The materials displayed on the Provider's website, including without limitation all editorial materials, information, photographs, illustrations, artwork and other graphic materials, and names, logos and trademarks, are the property of the Provider.

15. COMMUNICATION FROM RIGGTECH

We reserve the right to email you product alerts and special offers that we believe may be of interest to you. We respect your right not to receive these communications and if you advise us at the time of placing your order that you do not wish to receive these special offer and alert emails we will disable that functionality for your account. Our communications will contain a clear link to Unsubscribe. Once you have unsubscribed we will remove your name from the communication list and will no longer send you these special offers and alerts, unless you choose to re-subscribe at a later date.

16. COLOURS

We have done our best to display as accurately as possible the colours of the products shown on the website. However, because the colours you see will depend on your monitor, we cannot guarantee that your monitor's display of any colour will be accurate.